

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

FILED
U.S. DISTRICT COURT
AUGUSTA DIV.

2021 SEP 10 P 12:35

CLERK
SO. DIST. OF GA.

AGRIFUND, LLC,
Plaintiff,

v.

BRETT FAMILY FARMS,
LLC, WILLIAM ANTHONY
BRETT AND TAYLOR
ANTHONY BRETT,
Defendants.

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Civil Action File No: 3:21-cv-00043

CONSENT JUDGMENT

Plaintiff, Agrifund, LLC (hereinafter "Agrifund" or "ARM"), having filed its Complaint on July 12, 2021 (Doc. No. 1) related to indebtedness under a Demand Promissory Note and Agricultural Security Agreement; the parties, by and through undersigned counsel, having agreed to a resolution of the issues; and the Court having considered same, **IT IS HEREBY ORDERED** that the terms of this Order in the above-styled action are entered on the merits of this case, and according to said terms and conditions hereof, **IT IS FURTHER ORDERED** as follows:

1.

Plaintiff shall have Judgment against the Defendants, jointly and severally, in the amount of \$729,080.89, as of June 25, 2021, plus per diem interest calculated at 8.5% per annum and additional per diem default rate interest calculated at 6% interest per annum pursuant to the Contract between and among the parties, plus reasonable attorney's fees in the amount of \$72,933.08, plus costs of this action in the amount of \$400.00 for a for a total Judgment awarded to Plaintiff, as against Defendants, jointly and severally, in the amount of \$802,413.97 as of June 25, 2021.

2.

Notwithstanding the foregoing, pursuant to the Mutual General Release and Settlement Agreement attached hereto as Exhibit "1" and incorporated herein by reference, with time being of the essence and the terms hereof being strictly construed, the Defendants agree to pay and the Plaintiff agrees to accept, subject to the amounts, terms, and conditions, as full resolution of this matter as follows:

(A) The Defendants agree to pay the Plaintiff the amount of \$_729,080.89 representing \$635,371.65 in principal and \$93,709.24 in interest of June 25, 2021. Interest shall accrue on the principal as at eight and a half (8.5%) percent per annum from June 25, 2021. The Defendants shall pay the amount as follows:

- i. The Defendants shall pay or cause to be paid, the sum of \$250,000.00 to be applied to principal on or before September 30, 2021;
- ii. The Defendants shall pay or cause to be paid the sum of \$250,000.00 to be applied to principal on or before October 31, 2021.
- iii. The remaining balance shall plus accrued interest shall be paid in full on or before October 31, 2022.

(B) Defendants will grant ARM a lien on the 2021 crop proceeds subject to (1) the lien being subordinated to any and all landlord liens including, but not limited to, that landlord lien in the amount of \$172,174.25 of FPI Properties, LLC ("FPI") ; (2) subordinated to the enabling loan of FPI in the principal amount of \$50,000.00; and (3) upon the total payment of the \$500,000.00 on or before October 31, 2021, ARM shall release any and all liens on the 2021 crop proceeds.

(C) The Defendants shall sell the 2021 corn crop at a rate of no less than 5,000 bushels or \$42,500.00 per week. The buyer of such crops shall issue joint checks to Brett Family Farm, LLC and Plaintiff, which Brett Family Farm, LLC shall immediately endorse and cause to be paid to Plaintiff. All 2021 corn proceeds shall be paid to the Plaintiff up to the amount of \$500,000.00, subject to the terms of Paragraph 2(B) and

upon the payment of \$500,000.00, Plaintiff shall release any and all liens on the 2021 crop as specified in Paragraph 2(B)(3) of this Order.

- (D) Defendants will grant ARM a lien on the 2022 crop and any and all proceeds subject to the lien being subordinated to any and all enabling and input liens for 2022 and ARM agrees to execute any and all subordination documents requested by any 2022 enabling and input lienholders.
- (E) ARM shall be granted a lien on any and all crop insurance proceeds for the crop years of 2019 and 2020 including any proceeds of any demands, litigation or arbitration arising out of the same.
- (F) The remaining balance due on or before October 31, 2022 shall include the actual attorney's fees and costs, not to exceed \$10,000.00, as incurred by Agrifund, LLC. The Defendants may prepay the indebtedness as described in the instant section 2 at any time without prepayment penalty.

All payments to be made hereunder shall be paid in good and sufficient funds, made payable to Agrifund, LLC and delivered to Agrifund, LLC d/b/a Ag Resource Management, 111 E. Washington Street, Thomasville, Georgia 31792. Said payments shall be paid on or before their respective due dates. The Defendants shall strictly comply with the terms hereof, time being of the essence, with the terms of the instant Consent Judgment to be strictly construed.

3.

In the event of a default in the payments specified in Paragraph 2 of this Order, ARM shall provide written notice to the Defendants at for Defendant Brett Family Farm, LLC, at 1053 Cow Ford Bridge Road, Kite, Georgia 31049, for Taylor Brett, individually, at 1015 Cow Ford Bridge Road, Kite, Georgia 31049, for William Brett, individually, at 1053 Cow Ford Bridge Road, Kite, Georgia 31049 and their legal counsel at Levis Law Firm, LLC, c/o Jon A. Levis, P.O. Box 129, Swainsboro, Georgia 30401 and at levis@levislawfirmllc.com, indicating the default and amount thereof and providing the Defendants twenty (20) days from the date of the written notice to cure

the default ("Notice of Default"). In the event the Defendants fail to cure the default within twenty (20) days of the Notice of Default, the Plaintiff may file an Affidavit Default served on Defendants and Defendants counsel, indicating the Notice of Default and failure to cure ("Plaintiff's Affidavit of Default"). Defendants shall have seven (7) days from service to file a counter affidavit ("Counter Affidavit"). The Counter Affidavit may only contest the allegations regarding the fact of default and the dollar amount due. In the event a Counter Affidavit is filed within the time prescribed herein, the Court will conduct a Non-Jury Hearing limited to whether or not an event of default under this Order has occurred, and if so, the balance due. All parties agree that the Court may conduct a Non-Jury Hearing on Plaintiff's Affidavit of Default and Counter Affidavit on an expedited basis consistent with the Court's schedule.

In the event Defendants do not file a Counter Affidavit, the Court shall entered a Judgment against the Defendants in an amount equal to the amount in Paragraph 1 of this Order, plus interest accrued on the principal from June 25, 2021 at fourteen and a half (14.5%) percent per annum, reasonable attorney fees, and costs of \$400.00 minus any payments made by the Defendants.

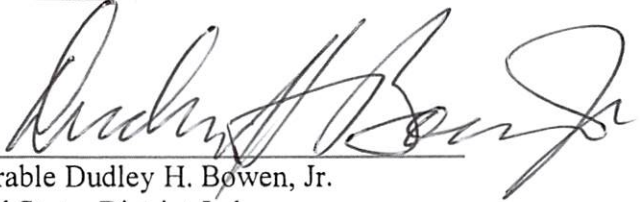
5.

Except for the terms of the instant Order, all claims of Plaintiff against Defendants and all claims of Defendants against Plaintiff, arising from the subject matter of this Complaint are hereby released.

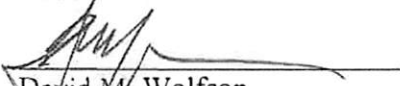
6.

Should the Defendants satisfy their payment obligations as described hereinabove, then no Writ of Execution shall be issued and Agrifund, LLC shall release any and all liens and cancel any and all security instruments including, but not limited to, the UCC-1 Financing Statements.

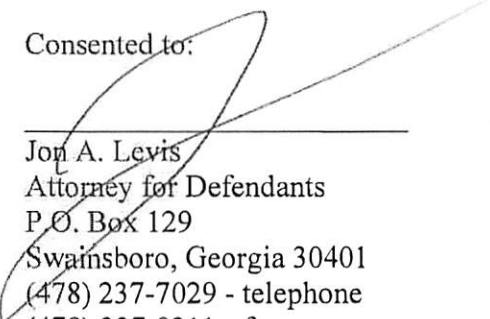
IT IS SO ORDERED, this 10th day of September, 2021.


Honorable Dudley H. Bowen, Jr.
United States District Judge
Southern District of Georgia

Prepared by and Consented to:


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